

ARTICLE 4

ASSOCIATION RIGHTS

A. Aid to Other Organizations.

The Employer agrees not to, and shall cause its designated agents not to, aid, promote or finance any other labor or employee organization which purports to engage in employee representation of employees in these Units, or make any agreements with any such group or organization for the purpose of undermining MSEA's representation of the Bargaining Units covered by this Agreement.

Nothing contained herein shall be construed to prevent any representative of the Employer from meeting with any professional or citizen organization for the purpose of hearing its views, provided that as to matters which are mandatory subjects of negotiation, any changes or modifications in conditions of employment shall be made only through negotiations with MSEA.

Nothing contained herein shall be construed to prevent any individual employee from (1) discussing any matter with the Employer and/or supervisors, or (2) processing a grievance in his/her own behalf in accordance with the grievance procedure provided herein.

MSEA agrees not to use any service or privilege provided in this Article for purposes of organization or political activity in violation of this Agreement, Civil Service Rules and Regulations, or applicable State Law. Violation of this provision shall constitute the basis of revoking such services or privileges.

B. Information Provided to MSEA.

1. The Employer agrees to furnish to MSEA in electronic format a biweekly transactions report listing employees in these Units who are hired, rehired, reinstated, transferred into or out of the Bargaining Unit(s), transferred between Agencies and/or Departments, promoted, reclassified, downgraded, placed on leaves of absence(s) of any type including disability, placed on layoff, recalled from layoff, separated (including retirement), who have been added to or deleted from the Unit(s) covered by this Agreement, or who have made any changes in Employee Organization deductions. This report shall include the employee's name, employee identification number, employee status code, job code description (class/level), personnel action and reason and effective start/appointment and end/expiration date, process level and former or new Department/Agency.
2. The Employer will provide to MSEA in electronic format a biweekly demographic report which shall contain the following information for each employee in the Bargaining Unit(s): the employee's name, employee identification number, street address, city, state, zip code, job code description (class, level and sub-class code), sex, race, birth date, hire date, department, agency, TKU, union deduction code and amount, status code

(appointment code), position code, leave of absence/layoff effective date, continuous service hours, county code, unit code and hourly rate. The parties agree that this provision is subject to any prohibition imposed upon the Employer by courts of competent jurisdiction.

3. Membership dues and Agency Shop deductions for each biweekly pay period shall be remitted to the designated Executive Officer of MSEA, with an alphabetical list of names, by Department and Agency, of all enrollments, cancellations with departure coding, when available, deduction changes, additional deductions, and/or name, after the close of the pay period of deduction. The Employer shall provide to the Executive Officer of MSEA an alphabetical listing, by Department and Agency, identifying those employees who have valid dues deduction authorization on file with the Employer from whose earnings no deduction of dues was made. Unavoidable delays shall not constitute a violation of this Agreement.
4. The Reports listed in Subsections 1, 2, and 3 above shall be provided in hard copy form or other format, including electronic data transfer.

C. Bulletin Boards.

The Employer agrees to furnish space for MSEA bulletin boards at reasonable locations mutually agreed upon in secondary negotiations for use by MSEA to enable employees of the representation unit to see materials posted thereon by the MSEA. Locations will normally be at or near an area where employees in these Units have reasonable access or congregate. The normal size of new bulletin boards will not exceed twelve (12) square feet. The Employer will continue providing bulletin boards provided under prior agreements with the MSEA and they need not conform to the normal size.

In the event that new bulletin boards are mutually agreed upon, the MSEA shall pay 100% of the material cost of such new boards. MSEA may furnish its own bulletin boards compatible with Employer locations which will be installed by the Employer in convenient locations as agreed in secondary negotiations. MSEA postings shall be restricted to bulletin boards provided for under this Agreement.

All materials shall be signed, dated and posted by the MSEA President or his/her designee and shall relate only to the matters listed below:

1. MSEA recreational and/or social affairs;
2. MSEA appointments;
3. MSEA election information;
4. Results of MSEA elections;
5. MSEA meetings;
6. Rulings or policies of MSEA;
7. Reports of MSEA standing committees;

8. Any other material authorized by the Employer or his/her designee and the President or his/her designee.

No partisan political literature, nor materials ridiculing individuals by name or obvious direct reference, nor defamatory or detrimental to the Employer or MSEA shall be posted. The bulletin boards shall be maintained by MSEA and shall be for the sole and exclusive use of MSEA. The Employer may remove posted material which violates the provisions of this Section and shall provide prompt notice of any removal to the President or his/her designee. In addition, the Employer will endeavor to make certain that unauthorized removal of material from MSEA bulletin boards does not occur.

D. Mail Service.

MSEA shall be permitted to use the internal mail systems of the State, both interdepartmental and intra departmental to communicate on issues such as individual or group grievances, notice of meetings with State Departments, transmittals or responses from State Departments, and all other matters which originate from conducting business with the State. Such mailings shall be of a reasonable size, volume and frequency.

Use of the mail system shall not include any U.S. mails or other commercial or statewide delivery services used by the State that are not a part of the internal mailing systems.

The use of the mail shall be restricted to only that mail necessary to conduct business with or communicate with State offices regarding Union activities. Those items which originate from or are solely intended to inform or conduct Union business shall be prohibited.

Mail must originate from –

1. Employee to employee;
2. Steward to employee;
3. Employee to Steward;
4. Employee or Steward to Department or Agency personnel.

The MSEA shall be prohibited from processing MSEA originated mailings through the State mail system as this is in violation of the Private Express Statutes, Part 310 or 39 F.R. 36114 of the Federal Regulations. It is also in violation of the Administrative Manual Procedure, Chapter 6, Section 2, Subject 31.

No partisan political literature nor material ridiculing individuals by name or obvious direct reference nor defamatory or detrimental to Employer or MSEA shall be distributed through the mail system.

The Employer shall be held harmless for delivery and security of such mail, including mail directed to MSEA members from outside the Agency. However, the Employer shall not intentionally open, alter, intercept, delay, or in any manner, tamper with articles so mailed, if marked "MSEA Confidential" or "Confidential".

E. MSEA Information Packet.

The Employer agrees to furnish to new employees in the Units covered by this Agreement a packet of informational materials supplied to the Employer by the MSEA President or his/her designee. The Employer retains the right to review the material supplied and to refuse to distribute any partisan political literature or material ridiculing individuals by name or obvious direct reference or materials defamatory or detrimental to the Employer or MSEA.

F. MSEA Meetings in State Premises.

The Employer agrees to furnish state conference and/or meeting rooms for MSEA local meetings upon prior request by the local representative or his/her designee, subject to approval by the appropriate local Employer Representative. Expected attendance cannot exceed the capacity of the room requested. Such facilities shall be furnished to MSEA in accordance with usual Agency practices. MSEA meetings on State premises shall be governed by the Employer's operational considerations and shall be confined to the approved locations. The parties understand that Management has the right to limit access to State owned or leased buildings. Such limitations shall be based on operational and security considerations.

G. Telephone Directory.

The Employer agrees to publish free of charge the telephone numbers and business addresses of MSEA Offices in the next State of Michigan telephone directory as published by the Department of Management and Budget. Such listing shall include the identification of a reasonable number of MSEA staff/officers. The Employer agrees to extend the right provided in this Section to any new full time staff offices operated by MSEA. This shall not apply to office space granted pursuant to Section H. of this Article. The listing of MSEA Central Office and MSEA spokespersons in a departmental telephone directory shall be a proper subject of secondary negotiations only upon mutual agreement of the Union and the departmental Employer.

H. Office Space.

The Employer agrees to continue to provide reasonable office space in institutional settings where such office space is currently provided. For purposes of this section only, an institutional setting refers to a round-the-clock residential site. Confidentiality of the records and the access to that office space is an appropriate subject for secondary negotiations. In addition, where office space is not currently provided, the Employer agrees that, subject to its availability, office

space and the confidentiality of records and access to that space at those institutional settings is an appropriate subject for secondary negotiations.

Such premises shall be for the sole and exclusive use of MSEA, and shall be provided to MSEA, for the lowest possible charge or fee, if required. This fee shall not include telephones. Access and security will be in accordance with institution or departmental rules. MSEA will maintain such space in appropriate condition and in accordance with its lease or other requirements of the Employer.

Subject to the following, all office space currently being used by MSEA under this Section may continue to be used, provided that the following paragraph of this Section may be invoked by the Employer.

Subject to its availability and in accordance with Department of Management and Budget and/or Departmental regulations, MSEA shall be permitted to lease office space in State owned buildings. No partisan political activity shall be conducted in such facilities, and no partisan political literature or material ridiculing individuals by name or obvious direct references or defamatory or detrimental to the Employer, shall be prepared in or distributed from such facilities.

The Employer reserves the right to withdraw approval for MSEA's use of such premises, upon thirty (30) days written notice to MSEA only due to operational requirements, failure to pay rental charges, misuse by MSEA or its Agents, or interference with state operations in accordance with terms of the lease. If approval is withdrawn due to operational requirements, the Employer will make a good faith effort to provide alternative office space.

I. Access to Premises by MSEA Staff.

The Employer agrees that non-employee Officers and Representatives of MSEA shall be admitted to the non-public portions of the premises of the Employer during working hours and upon arrival will give notice to the designated Employer Representative unless a different procedure is agreed to in secondary negotiations. Such visitation shall only be for the purpose of participating in Labor-Management Meetings, conducting MSEA internal business related to these Bargaining Units on non-work time of all participants, interviewing grievants, attending grievance hearings/conferences, and for other reasons related to the administration of this Agreement. Only designated non-work and meeting areas may be used for this purpose. Exceptions shall be only with Employer permission. Employee representatives shall have access to the premises in accordance with this Agreement.

MSEA agrees that such visitations shall be carried out subject to operational or security measures established and enforced by the Employer.

The Employer may designate a private meeting place or may provide a representative to accompany the MSEA Officer or Representative where operational or security considerations do not permit unaccompanied MSEA access. The Employer Representative shall not interfere with or participate in these visitation rights. The Employer reserves the right to limit the number of representatives permitted on the premises at any one time in accordance with operational and security needs and to suspend such access rights during emergencies, or in the case of abuse.

J. MSEA Presentation.

During a planned orientation of a new representational unit employee(s), MSEA shall be given an opportunity to introduce one local MSEA Representative or one central MSEA Staff Representative to speak briefly to describe MSEA, its rights and obligations as an exclusive representative. At least one (1) Employer Representative may attend said presentation as an observer, but shall not participate in and/or interfere with the MSEA presentation. No partisan political material, nor materials ridiculing individuals by name or obvious direct reference or defamatory or detrimental to the Employer shall be contained in such presentation. Violation of this prohibition shall be cause for suspension and/or revocation of this right by the Employer.

Where the Local Representative is making the presentation, such Local Representative shall be a designated MSEA Representative at the work location premises at which the presentation is made. If the orientation is conducted off the work premises, the Local Representative shall have an opportunity to participate in accordance with this Section.

Scheduling of presentations by the Employer may, when necessary, be done before or after regular work hours with the understanding that attendance will be encouraged.

The Employer will notify MSEA whenever a new employee is to be added to any Bargaining Units represented by MSEA. Such notification shall be submitted to the MSEA Central Office within thirty (30) calendar days from date of hire. The scheduling and handling of presentations under this Section may be discussed in secondary negotiations.

K. Picketing.

The parties recognize that MSEA may engage in peaceful, informational picketing in accordance with law, the Civil Service Rules and Regulations, and this Agreement. The following guidelines and provisions, although not necessarily exclusive, are agreed to by the parties:

1. Picketing will be peaceful and non-threatening.

2. Picket line members, if employees in a covered Bargaining Unit, will be off duty.
3. Pickets will not cause entry to State-owned or occupied premises to be delayed or denied or attempt to persuade employees or the public not to cross picket lines.
4. All picketing paraphernalia will be removed from the picketing site by MSEA whenever picketing is not being engaged in.
5. Picketing will be conducted only at entrances to Employer owned or occupied premises, in a manner which does not impede or interfere with the public's use of public property, and only on portions of public property where such picketing does not interfere with normal operations or access.

L. Employee Organization Activity.

Bargaining Unit employees, including MSEA Officers and Representatives, and authorized non-employee MSEA Representatives, shall not conduct any MSEA activities or MSEA business on State work time or at State work locations except as specifically authorized by the provisions of this Agreement. However, the employer agrees that messages for MSEA officers and representatives shall be received and forwarded in a timely manner.